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DEPARTMENT OF AGRICULTURE  
STATE OF SOUTH DAKOTA  
SERVICE CONTRACT

Agreement made and entered into this 21<sup>st</sup> day of December, 2010,

by and between South Dakota Wildland Fire Suppression, a state agency, of

4250 Fire Station Road, Suite 2, Rapid City, SD, 57703, (the "State") and Greg Hilt, DBA A Plus Janitorial Service, of 22571 Palmer Road, Rapid City, SD 57702, 605-545-0270

(the "Contractor").

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

1. The Contractor will perform those services described in the Work Plan, attached hereto as Exhibit A and Exhibit B and by this reference incorporated herein.
2. The Contractor's services under this Agreement shall commence on January 2<sup>nd</sup>, 2011 and end on January 1st, 2012, unless sooner terminated pursuant to the terms hereof.
3. The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ 49,000.00. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
5. The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
6. The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

When applicable the Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that



Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

16. The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment,

Standard Service Contract Form

Revised February 2010

suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

17. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Cindy Hansen on behalf of the State, and by Greg Hilt, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

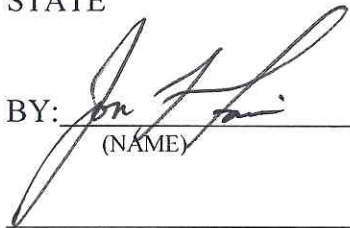
18. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

BY:



(NAME)

(TITLE AND AGENCY)

1-3-11

(DATE)

CONTRACTOR

BY:



(NAME)

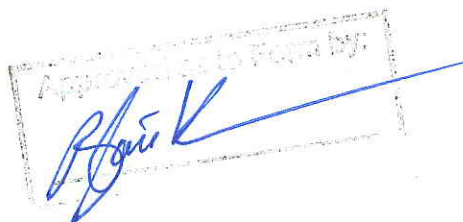
Owner

(TITLE)

12-21-10

(DATE)

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/subobject MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract \_\_\_\_\_.





## **EXHIBIT A – WORK PLAN JANITORIAL**

Under this Agreement, Contractor will provide the following janitorial services for the South Dakota Wildland Fire Suppression Division Office located at 4250 Fire Station Rd, Suite #2, Rapid City, SD 57703-8722.

**1.** On a daily or weekly basis as stated below, cleaning can be done between the hours of 4:30 pm and 6:00 am. (Daily basis meaning three times a week: Tuesday, Thursday, Saturday or Sunday.) **Cost/month \$1250. Items A-E**

**A. Office Areas, Public Waiting Rooms, and Hallways:**

Thoroughly vacuum all carpeting in hallways, waiting rooms and offices daily. All partitions in and/or between offices, storage cabinets in public areas or hallways, office printers, office fax machines, any offices that are unoccupied and office copier, will be dusted once a week, and as needed. (Excluding any occupied desktops.)

**B. Restrooms:**

Thoroughly clean all restrooms daily (floors, mirrors, sinks, toilets, and urinals). Floors are to be washed at least once a week, or as needed.

Toilet paper, towel and soap dispensers will be checked daily and filled if needed to meet the normal use of the following day.

Partitions, vanities, and towel dispensers will be cleaned and dusted weekly, or as needed. Walls will be dusted once a month, or as needed.

**C. Trash Cans:**

Empty all the trash cans in each room on a daily basis, including checking unoccupied rooms, taking contents to the dumpster.

Trash cans in all restroom are to be emptied daily, along with the trash cans in the break room.

**D. Break Room:**

Floors should be cleaned on a daily basis, including mopping if needed.

Sink, front of refrigerator, and stove should be wiped down on a daily basis.

**E. Windows:**

Inside of windows to be cleaned once a month.

Outside of windows to be cleaned twice a year.

**2.** Special/extra cleaning. Any additional cleaning, i.e. after fires, training sessions, meetings, etc. will be a \$45/day. Twice a year carpet cleaning/shampooing for \$360/day.

## **EXHIBIT B – WORK PLAN JANITORIAL**

Under this Agreement, Contractor will provide the following janitorial services for the South Dakota Wildland Fire Suppression Division office located at 3305 ½ W. South Street, Rapid City, SD 57702-8160.

On a weekly basis as stated below, cleaning can be done between the hours of 4:30 pm and 6:00 am Thursday or Friday. **Cost/month: \$150.00.**

### **Main Floor**

#### **General cleaning**

1. Empty wastebaskets, replace liners as needed.
2. Spot clean and damp wipe desk tops.
3. Spot clean door and light switches.
4. Spot clean wall, partitions, and flat surfaces.
5. Vacuum all carpeted areas.
6. Dust mop and wet mop all tile floors and hard surfaces.
7. Dust and wipe down all flat surfaces.
8. Do high dusting.
9. Clean and disinfect bathrooms and fill all towels, toilet paper and soap. Clean windows as needed.